

**MISSOURI UNITED
SCHOOL INSURANCE COUNCIL**

2023 PLAN DOCUMENT

Mr. Ron Orr
Executive Director
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2. The amount stated in the Coverage Summary per **Occurrence** for Uninsured Motorist Coverage is the most **we** will pay for all **Damages** for injuries to any number of **Covered Persons** in any one **Occurrence**.
8. For purposes of **Coverage D**:
 1. The amount stated in the Coverage Summary per person for Underinsured Motorist Coverage is the most **we** will pay for **Damages** for injury to any one **Covered Person** in any one **Occurrence**. The per person limit for **Damages** for injury to any one **Covered Person** in any one **Occurrence** shall be reduced by any amounts paid by MUSIC to that **Covered Person** under any other Coverage or Coverage Agreement of this Plan Document, including but not limited to any amounts paid to that **Covered Person** under the Workers Compensation Coverage of this Plan Document.
 2. The amount stated in the Coverage Summary per **Occurrence** for Underinsured Motorist Coverage is the most **we** will pay for all **Damages** for injuries to any number of **Covered Persons** in any one **Occurrence**.

DEFENSE AND SETTLEMENT

1. **Defense Costs** are in addition to the **Limit of Liability** of this Coverage Agreement, and payment of **Defense Costs** by **us** will not reduce the amount available to pay **Damages**.
2. **We** shall have the right and be given the opportunity to approve in advance defense counsel and to require the **Member** to revoke counsel appointments at **our** discretion.
3. If more than one **Covered Party** is involved in any **Claim**, **we** may in **our** sole discretion decline to appoint or approve separate counsel for any of them unless **we** determine that there is an actual or potential material conflict of interest among them.
4. No **Covered Party** or any person on their behalf shall admit any liability or without **our** prior consent make any payment, propose any settlement, settle any **Claim**, or incur any expense except for amounts for which no payment is sought under this Coverage Agreement.
5. The **Covered Parties** and **we** agree to use **our** best efforts in good faith to reach a fair and equitable allocation of **Damages** and **Defense Costs** between covered and non-covered elements of any **Claim** or suit.
6. As a condition precedent to their rights with respect to any **Occurrence** or **Claim** that may or could involve this Coverage Agreement, the **Covered Parties** shall cooperate with **us** in the investigation and defense of **Occurrences** and **Claims** and furnish **us**, and direct others to furnish **us**, with information that **we** request to evaluate any such **Occurrence**, **Claim**, suit or circumstance.
7. The **Covered Parties** shall immediately notify **us** of any settlement demand made with respect to any **Claim** or **Occurrence**.
8. If the **Covered Parties** or any of them refuse to accept a reasonable settlement **we** negotiate that is acceptable to the plaintiff(s) and wish to contest any **Claim**, suit or judgment or continue any legal proceedings in connection with any matter, then **our** liability with respect to that **Claim**, matter, judgment or proceeding shall not exceed the amount for which it could have been settled including, if applicable, **Defense Costs** incurred by **us** or with **our** consent up to the date of such refusal.
9. At our option **we** may appeal a judgment on behalf of any or all **Covered Parties** at **our** own cost (including disbursements and interest on judgments incidental to the appeal), but in no event shall **our** liability for **Damages** exceed the **Limit of Liability** of this Coverage Agreement and in addition the cost of such appeal.

EXCLUSIONS

1. This Coverage Agreement does not apply to and **we** are not liable for:

- a. any obligation for which any **Covered Organization** or any entity as its insurer may be held liable for **Bodily Injury** to its employee arising out of the employment relationship or in the course of employment, or under any workers' compensation, unemployment compensation, worker protection act, occupational disease law, disability benefits law, or any similar law;
- b. any liability arising out of rendering or failing to render any **Professional Services**; however
 1. this exclusion shall not apply to an **Occurrence** with respect to rendering or failing to render:
 - i. academic, vocational or guidance counseling services, student nursing services, and nursing services within the scope of their nursing license and assigned duties by school nurses employed by the **Member**;
 - ii. any services by students in practicum or internship programs as part of their training while under the direct supervision of nursing or other allied health instructors employed by the **Member** to supervise those students;
 - iii. teaching or instructional services by nurses or allied health professionals employed by the **Member** with respect to, or the direct supervision of students in, any internship or practicum component of the **Member's** instructional program in nursing or allied health;
 - iv. **Incidental Medical Services** which mean emergency first aid by nurses or other medically trained personnel, physical examinations, tests or services that are preventative in nature and do not require advanced medical diagnosis or extended medical treatment and which are performed by nurses, speech therapists, speech pathologists, nutritionists, psychologists, counselors, audiologists, or physical therapists; and
 2. the limited extension of coverage provided by paragraph 1 of this exclusion does not extend to liability of others or to any liability assumed under contract or agreement that the **Covered Party** would not have in the absence of that contract or agreement;
- c. **Property Damage** to property owned, occupied or rented by or at any time within the care, custody or control of any **Covered Party**; however, this exclusion does not apply with respect to an **Automobile** while on school premises for repair as part of an educational program if the **Covered Organization** has assumed liability for that **Automobile**;
- d. liability arising out of selling or serving alcohol in any circumstance in which any liquor license is required by law;
- e. liability arising out of the ownership, lease, rental, maintenance, sale, operation or entrustment to others of any **Watercraft**; however, this exclusion shall not apply to nonsubmersible **Watercraft** less than 26 feet in length that are not personal **Watercraft** commonly known as jet skis; rowing or sculling shells regardless of length; **Watercraft** chartered with crew for recreational purposes for a period less than twelve hours on a U.S. Coast Guard-approved and commercially-licensed vessel; or to loading or unloading of any **Watercraft** at premises owned, leased or controlled by the **Member**;
- f. liability arising out of the ownership, use, maintenance or operation of any aircraft, except an **"Unmanned Aerial System"** when used for purposes of the educational institution. An **"Unmanned Aerial System"** means a non-human carrying device capable of sustained flights in the atmosphere which complies with all applicable FAA or state regulations for its operations at the time of the **Occurrence**; has a flight weight of 55 pounds or less (flight weight includes the weight of the aircraft itself, fuel and other fluids, payload and any attachments) and is used for research and educational purpose.

But **"Unmanned Aerial System"** does not include any rocket or missile.

- g. any liability directly or indirectly resulting from war, invasion, hostile action of foreign enemies, civil war, rebellion, revolution, insurrection, military or usurped power; or confiscation, nationalization, requisition, destruction of or damage to property by or under the order of any

government or public or local authority; **Exception:** This exclusion does not apply to any events or conditions occurring in the United States of America, its territories or possessions or Canada;

- h. liability arising out of, related to, or in any way involving asbestos or lead in any form;
- i. liability arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration or escape of **Pollutants** into or upon land, the interior of buildings or any enclosed space or any other real estate, into the atmosphere, or into any watercourse or body of water, whether above or below ground or otherwise into the environment; or any direction, requirement, order, demand or request, whether governmental or other, that any organization or person test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants**; however, this exclusion does not apply to **Bodily Injury** or **Property Damage** to the property of others resulting from fumes or from a fire that breaks out from where it was intended to be; to **Bodily Injury** that first occurs during the **Coverage Period** that results from chemicals or explosion in a laboratory or other educational facility, chemicals used in the maintenance or cleaning of school facilities, pesticides or herbicides used on athletic fields or grounds or in school facilities of the **Member**, or use of chlorine or other sanitizing or cleaning chemicals in swimming pool operation or maintenance; or to **Property Damage** to property of others resulting from the upset, collision, or overturn of an **Automobile** that is owned, rented or leased by the **Member** and results in a spill of fuel or lubricants used for the operation of that **Automobile**;
- j. liability resulting from the hazardous properties of radioactive or nuclear materials (including source material, special nuclear material and by-product material as those terms are defined in the Atomic Energy Act of 1954 and amendments thereto), nuclear reaction or nuclear radiation or radioactive contamination all whether controlled or uncontrolled and whether such loss be direct or indirect, proximate or remote;

POLLUTION POLICY

A pollution policy has been procured by MUSIC as a part of your benefits as a **Member**; however, the pollution policy (Attachment 1) is coverage distinct from the coverage provided by MUSIC under this Plan Document. The pollution policy is administered by the insurer and the benefits thereunder are determined and paid by the insurer. **Members** are urged to carefully review the terms of the pollution policy and comply with its terms, including Section V.B.-THE MEMBER'S DUTIES. Notice to MUSIC is not notice to the insurer. MUSIC cannot waive or alter any of the terms of the pollution policy. MUSIC's approval of services under the limited environmental expense provision has no bearing on the insurer's coverage determination under the policy or its approval of the services. If the **Member** believes it may have a Pollution Incident within the meaning of the pollution policy, the **Member** should notify the insurer as soon as practicable.

- k. any **Claim** barred by the doctrines of sovereign immunity or official immunity (other than attorneys' fees and other litigation expense incurred in defending the **Claim**) and nothing in this Plan Document shall constitute any waiver of whatever kind of the defense of sovereign immunity;
- l. **Property Damage** resulting from earth or soil movement unless it results from an identifiable negligent act of a **Covered Party** during the **Coverage Period** that is the singular and direct cause of that soil or earth movement;
- m. liability arising out of any negligent act, error or omission of a **Covered Party** or of any other person for whose acts a **Covered Party** is legally liable in the operation or **Administration** of any **Employee Benefits Program**, including without limitation liability under the Employee Retirement Income Security Act of 1974, as amended, or any similar federal, state or local law;
- n. any **Claim** seeking injunctive or other non-pecuniary relief, except that **Defense Costs** will be reimbursed up to \$30,000 per **Occurrence** subject to a combined \$60,000 annual aggregate with **Coverage B** and a \$1,000 **Deductible** per **Occurrence**;
- o. any fraudulent, dishonest, malicious, or intentional **Wrongful Act** or omission by a **Covered Party**;
- p. (1) liability of any **Covered Person** who knowingly committed any unlawful act, or who committed or is alleged to have committed any act of **Abuse or Molestation**, or who intentionally caused

Ron Orr certifies that he is Executive Director of Missouri United School Insurance Council, and that the attached document is a true and exact copy of the Plan Document

issued by Missouri United School Insurance Council to _____ for
(School District)

the calendar year _____, subject to the definitions, exclusions, conditions, requirements, and limits of liability contained therein.



Ron Orr,
Executive Director

Date: _____